

Ar-We-Va School District Master Contract 2006-2007



Agreement between
Ar-We-Va Board of Education
and
Ar-We-Va Education Association

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PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Ar-We-Va School District is their mutual desire, in order to maintain the educational standards in said school at their present levels or above.

WHEREAS, the parties have reached certain understandings which they desire to conform in this Agreement, it is agreed as follows:

DEFINITIONS

1. The term "Board", as used in this Agreement, shall mean the Board of Education of the Ar-We-Va Community School District or its duly authorized representatives.

2. The term "employee", as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

3. The term "Association", as used in this Agreement, shall mean the Ar-We-Va Education Association, an affiliate of the Iowa State Education Association and the National Education Association, or its duly authorized representatives or agents.

PROCEDURE FOR NEGOTIATIONS

A. Negotiation Teams

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, counter proposals, and to reach tentative agreement on items being negotiated.

Negotiations shall be conducted outside school hours at reasonable times and places.

B. Access to Information

The Board agrees to furnish to the Association in response to reasonable requests all information concerning the financial resources of the District. The Board further agrees to furnish copies at the Association's cost of all forms required by state agencies such as, but not limited to: The State Department of Education and the State Comptroller. The Board further agrees to furnish copies of all non-confidential research reports together with non-confidential records of the District which may be necessary for the Association to process any grievance or complaint.

IMPASSE PROCEDURES

The parties hereby agree that they will use the statutory impasse procedures set out in Chapter 20 of the Code of Iowa except as follows:

If the impasse persists ten (10) days after the mediator has been appointed, the Board shall furnish the parties a list of five (5) qualified fact finders. The parties shall select a fact finder by alternatively striking one name from the list, the first strike to be determined by lot. The fact finder shall conduct the hearing, may administer oaths and may request the Board to issue subpoenas. The fact finder shall make written findings of fact and recommendations for resolution of the dispute and, not later than fifteen (15) days from the date of appointment, shall serve such findings on the public employer and the certified employee organization. The public employer and the certified employee organization shall immediately accept the fact finder's recommendation or shall within five (5) days submit the fact finder's recommendation to the governing body and the members of the

certified employee organization for acceptance or rejection. If the dispute continues ten (10) days after the report is submitted, the report shall be made public by the Board.

GRIEVANCE PROCEDURE

Section 1

A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement. Said written grievance must be filed within ten (10) school days after the informal conference. All written grievance appeals and so forth shall be mailed to the members of the Board of Directors of the Ar-We-Va Community School District. All grievances will be submitted to arbitration within thirty (30) school days after the last day of the school year provided, however, if the witness for the grievant and the Association, after reasonable time is given, fail to appear, the grievance will be dismissed.

Section 2

(a) Every teacher covered by this Agreement and the Association on behalf of any teacher with that teacher's consent shall have the right to present grievances.

(b) The failure of a teacher (or, in the event of an appeal to arbitration, the Association) to act on any grievances within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

(c) It is agreed that any investigation or other handling or processing of any grievances by the grieving teacher or administrator shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or the teaching staff. At the sole discretion of the Board, except during the hearings before the arbitrator, the grievance procedures may take place during the school day without loss of pay to

the person grieving by their representative.

Section 3 (Procedure)

(a) First Step. An attempt shall be made to resolve any grievance in informal, verbal conference between complainant or complainants and their designees and his or her principal. This must be completed within five (5) school days of the occurrence or the teacher's discovery thereof unless during the original five (5) days the teacher or his or her agent applies for an extension with good cause shown but said extension shall not exceed five (5) additional school days.

(b) Second Step. If the grievance cannot be resolved in the informal conference, the aggrieved teacher or teachers shall file the grievance in writing. The written grievance shall state the actual grievance, shall state the specific clause or clauses of the contract violations and shall state the remedy or remedies requested. The filing of the formal, written grievance at the second step must be within fifteen (15) school days from the date of the occurrence or discovery by the teacher of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the teacher, Association and the Superintendent within five (5) school days after receipt of the grievance. The form to be used is attached and marked Exhibit "A".

(c) Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher or teachers shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved, their designee and the Superintendent shall meet to resolve the grievance. The Superintendent or his or her designee shall file an answer within ten (10) school days of the third-step grievance meeting

and communicate it in writing to the teacher, the Association and the principal.

(d) Fourth Step. If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent within thirty (30) days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be mutually selected by the two parties within seven (7) school days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the PERB Board will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator.

The decision of the arbitrator will be binding on the parties.

Expenses for the arbitrator's services shall be borne equally by the School District and the Association.

The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning of application of the express language of the Agreement. All documents in regard to the processing of grievances shall be kept in a separate grievance file and shall not be filed in the teacher's personal file.

Section 4

If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then

the School District shall not be required to process the same claim or set of facts through the grievance procedure.

**Ar-We-Va Community School
Grievance Report
Level I**

Date Filed

Ar-We-Va School District

Distribution of Form

_____ Building

1. Association

2. Employee

3. Appropriate Supervisor

4. Superintendent

Aggrieved person

[] Informal discussion and/or meeting between compliant and his/her
principal was held on _____.

Date

Level II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature

Date

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal or Immediate Supervisor

Date

LEVEL III

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or designee: _____

Date Signature of Superintendent or Designee

LEVEL IV

A. _____
Signature of Grievant

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator: _____

Date of Decision Signature of Arbitrator

In the event an employee covered by this Agreement is notified of a Chapter 279 action in which the reason for the action is the necessity to reduce staff, the employee may initiate a grievance under the contract grievance procedure and must do so in writing within five (5) days of service of the notice upon them. Initiation of such a grievance by the employee shall constitute a request to continue the Chapter 279 proceedings until an arbitrator's award is rendered, and such request shall be granted. If a grievance is filed, no request for a Chapter 279 hearing may be filed. In the grievance, no allegations may be raised by the employee or the Association except violations of this Agreement. By initiating the grievance, the employee further agrees that in the event the arbitrator rules in favor of the District, no further Chapter 279 proceedings need to be held prior to non-renewal of the contract. No other Chapter 279 actions may be grieved under this contract.

EMPLOYEE RIGHTS

A. Rights and Protection in Representation

The Board, pursuant to Chapter 736A of the Code of Iowa and the Public Employment Relations Act of 1974, hereby agrees that every employee of the Board shall have the right to freely choose to organize, join, and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection.

B. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates, if reasonably sized and not disruptive to the operation of the school.

C. Student Evaluation

Employees shall maintain the right and responsibility to determine the grades and other evaluation of students within the confines of the grading policy of the Ar-We-Va Community School District. No grades or

evaluations will be changed without consulting the teacher for his or her opinion but the final decision shall be by the Board or the Board's designee.

ASSOCIATION RIGHTS

A. Use of Facilities

The Association and its members shall have the right of reasonable use of the school buildings, equipment, and facilities, at all reasonable hours after regular school hours.

B. Communications

The officers and governing board of the Association shall have the right to post notice of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building in areas designated for employee use, such as teachers' lounges and workrooms, but not in areas open to the public or students. The Association may make reasonable use of employee mailboxes for communications to employees.

The UniServe Director may have the right to visit any of the school buildings to deliver messages and/or materials, but shall not contact any employee covered by this contract if said employee has assigned duty by the Board.

PAYROLL DEDUCTIONS

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board or its designee an assignment authorizing payroll deduction of organization dues, fees, and donations. The form of the assignment shall be set forth in Appendix

A.

B. Regular Deduction

Pursuant to receipt of a proper deduction authorization, the Board shall deduct one tenth (1/10) of the total amount authorized from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June.

C. Prorated Deduction

Employees who begin deduction after September shall have the total amount prorated on the basis of the remaining months of employment through June.

D. Duration

Such authorization to deduct shall continue in effect from year to year unless revoked by thirty (30) days written notice to the Board and to the Association.

E. Other Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), savings, bonds, charitable donations, insurance, and any other program approved by the Board and Association.

F. Remittance

Amounts withheld for dues or other purposes shall be remitted to

the designated person, persons, or company within the (10) calendar days of the withholding.

COMPLIANCE CLAUSES AND DURATION

A. Separability

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsiding, except to the extent permitted by law and the Board and the Association shall enter into negotiations within a reasonable time to replace said provision. All other provisions or applications shall continue in full force and effect.

B. Printing Agreement

Copies of this Agreement shall be printed at the joint expense of the Board and the Association after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now and hereafter employed, and all expenses shall be equally shared by the Board and the Association.

C. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following designated addresses or at such other addresses as may be designated by a party in written notification to the party any change the designate will have by written five (5) day notice to the other party to the contract.

1. Association Designate: Association President
2. Board Designate: Board President

D. Duration Period

This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007.

SICK LEAVE

A. Accumulative Benefits

Sick Leave Policy (Cumulative)

Employees will accumulate sick leave days according to the following schedule:

A.	First year of employment	.	.	.	.	10 days
B.	Second year of employment	.	.	.	.	11 days
C.	Third year of employment	.	.	.	.	12 days
D.	Fourth year of employment	.	.	.	.	13 days
E.	Fifth year of employment	.	.	.	.	14 days
F.	Sixth year of employment and each year thereafter	.	.	.	.	15 days

The maximum number of days shall be one hundred twenty (120) and any recovery from Worker's Compensation or other insurance paid for in full or in part by Board shall be offset against said sick leave pay.

B. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave at the start of the school year at the employee's request. If the employee does not complain in writing within ten (10) days of the mailing or delivery of the accounting, said accounting is conclusively assumed to be correct.

TEMPORARY LEAVES OF ABSENCE

A. Paid Leave

As of the beginning of each school year, employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year.

1. Personal

At the beginning of each school year, each employee shall be credited with two (2) days to be used for the employee's personal business. An employee planning to use a personal leave day or days shall apply for said leave to his or her principal at least three (3) contract days in advance except in cases of emergency. Said leave will be granted unless it disrupts the normal operation. The employee is allowed one day of unused personal leave to be carried over between years to accumulate to no more than three days.

2. Professional Leave

a. for Co-curricular Duties

Each coach/ sponsor may be granted professional leave with the approval of the Superintendent or designee for:

Attendance at a clinic for that particular activity.

or

Attendance at a state tournament (without team) for the particular activity.

b. for Professional Leave for Teaching Duties

Professional leave may be granted to employees for professional conferences as approved by the Superintendent or designee. The annual ISEA Delegate Assembly shall qualify for professional leave, but permission shall not be granted to more than two (2) teachers.

3. In-Service Days

Three (3) days for in-service allowance of six (6) days shall be used prior to the opening of school. During these three (3) days an amount of time equal to one work day will be provided for teacher classroom preparation. One day shall be the first day of the second semester which shall be reserved for a teacher workday. One day shall be used at the end of the school year. The balance shall be used when determined appropriate by the Board or its designee.

4. Bereavement

Up to five (5) days of leave shall be granted at any one time in the event of death of an employee's spouse, child, step-child, or parent. Up to three (3) days of leave shall be granted at any one time in the event of death of any employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandparents-in-law or grandchildren, and any other member of the immediate household. Members of the immediate household is defined to mean some person residing in the teacher's residence. If more days are needed, employees may be granted additional days without pay by the Board or its designee.

5. Family Illness Leave

Employees shall be granted up to five (5) days of family illness leave to be deducted from the employee's sick leave. This family illness may only be used for the following persons: employee's child, employee's spouse, step-child, or employee's parent.

6. Emergency Leave

Under extraordinary and unique circumstance, the Superintendent or his designee may grant emergency leave which shall be deducted from sick leave. Such leave shall be non-precedential, shall be granted at the Superintendent's or his designee's discretion, and shall not be subject to grievance.

RELEASE FROM CONTRACT

Upon application by the employee, release from the employee's contract may be granted by the Board for the reasons that the employee needs to care for a sick or injured member of the employee's immediate family; that the employee is to serve as an officer of the Association, its affiliates, or its staffs; or because the employee has been elected to

political office; provided that the employee reimburses the School District for the cost of any advertisement needed to find a replacement and provided that a replacement suitable to the Board can be obtained.

IN-SCHOOL WORK YEAR

The normal teaching contract shall embrace a period of one hundred ninety two (192) days of which there shall not be more than one hundred eighty (180) days spent in actual classroom teaching for those on the normal nine (9) month contract, unless modified by the law under DOE regulations. Teachers in their first year of employment at Ar-We-Va will have an additional work day scheduled prior to the first work day for existing staff. For those on extended contracts for extra time, proportionately longer contracts will be arranged. Employee attendance will not be required when student attendance is not required because of hot or inclement weather.

A. Holidays

The regular and extended contracts of employees shall include five (5) holidays. Such holidays shall include Labor Day, Thanksgiving, Christmas, New Years, and Memorial Day. No employee shall be required to perform duties on any of the above holidays or periods of vacation. Per diem shall be computed on one hundred ninety one(191) days.

B. School Calendar

The school calendar shall be made out by the Board. Prior to adopting the school activity calendar, recommendations shall be solicited from the Association. If those recommendations are rejected, the District shall provide written reasons for the rejection.

EMPLOYEE WORK HOURS AND LOAD

A. Workday

1. Length of Day

The total in-school workday shall consist of not more than eight (8) hours. The work day may be extended for faculty meetings and parent/teacher conferences.

2. Arrival and Dismissal Time

Except as provided below, no employee shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' school day and shall not be required to stay more than thirty (30) minutes after the close of the Junior and Senior High School pupils' day except on days preceding holidays, vacation, and Fridays when the employees' day shall end at the close of the pupils' day. Employees who are assigned to supervise students who arrive early shall not be required to report for duty earlier than forty-five (45) minutes before the opening of the pupils' school day and shall not be required to stay more than fifteen (15) minutes after the close of the pupils' school day. Employees who are assigned to supervise students who depart late shall not be required to report earlier than fifteen (15) minutes before the opening of the pupils' school day and shall not be required to stay more than forty-five (45) minutes after the close of the pupils' school day. In making assignments for these extra periods, the principal or the Board's designee shall first request volunteers from the certified personnel who are regularly scheduled at that attendance center. If sufficient volunteers are not obtained, the principal shall make the final determinations of the assignments. No employee shall be required to work more than an eight (8) hour day because of this duty. Permission for late arrival or early departure shall be at the sole discretion of the Board or its designee.

REDUCTION OR REALIGNMENT OF STAFF

A. Coverage

All employees under this Agreement.

B. Reduction in Staff Procedures

When the Board of Education decides to have a reduction in staff, the Administration shall attempt to accomplish same by attrition. The period of attrition shall be from the receipt of the notification of recommendation of termination until the effective date of layoff. Attrition is defined to mean death, retirement or teachers leaving the system. In the event reduction in staff cannot be adequately accomplished by attrition, contract renewals will be given to the teacher(s) given the following criteria.

In determining the available teachers to do available work, consideration shall be limited to administrative units and departments. The administrative units shall be PK-5 and 6-12. Within the PK-5 administrative unit the teachers shall be considered within one of two academic departments. Those academic departments shall be:

- 1) Regular general education classroom teachers
- 2) Special areas (i.e. special education, music, art, guidance, Title I, physical education, library, computer, etc.)

Within the 6-12 administrative unit the teachers shall be considered within the following academic departments:

- | | | |
|------------------|--------------------------|-----------------|
| 1) Art | 2) Industrial Technology | 3) Science |
| 4) Math | 5) Home Economics | 6) English |
| 7) Foreign Lang. | 8) Social Studies | 9) Computers |
| 10) Business Ed. | 11) Guidance | 12) Library |
| 13) Physical Ed. | 14) Vocal Music | 15) Drivers Ed. |
| 16) At-Risk | 17) Talented and Gifted | 18) Band |
| 19) Special Ed. | | |

Employees currently serving in a considered department or having previous teaching experience within the considered department will be measured for renewal with the contract renewals given to the teacher(s)

with the greater continuous length of service at Ar-We-Va covered by the master contract. Proper endorsement and licensure must be current to remain in consideration.

The superintendent, or his designee, shall post in each building a list of academic departments, the teachers currently assigned in each academic department, and each teacher's continuous length of service by September 1. The Superintendent, or his designee, shall deliver to the Association President a written copy of the list of academic departments, the teachers currently assigned in each department, and each teacher's continuous length of service on the date of posting. If the Association does not file disagreement of accuracy in writing within ten (10) days of the posting, the list shall be conclusively assumed to be correct. In the case of disagreement, the superintendent, or his designee, shall then meet with the Association representatives, in a timely fashion, to attempt to resolve the listings.

Teachers currently teaching in more than one academic department will be given consideration in each department as if they were full time in each department.

C. Recall Procedures

Any employee laid off under this Article shall, for a period of two years following the effective date of notice of termination, be entitled to recall for any position that becomes available in which the employee has had experience in that academic department and administrative unit.

Any employee recalled to any available position shall notify the Board in writing of his/her acceptance of the position not later than ten (10) days after receipt of a certified letter from the Board notifying him/her of his/her recall. Failure of the employee to notify the Board of his/her

acceptance shall have no further recall rights. It is the responsibility of the employee to keep the Board informed of his/her address during the employee's layoff. If more than one employee is eligible for a position under this policy, employees shall be recalled in reverse order of layoff.

An employee reemployed under this Article will be placed on the salary schedule at the last step attained at termination and be reinstated with sick leave days accumulated at the time of termination.

TRANSFERS

Voluntary Transfers Upon knowledge of vacancies, the Superintendent shall deliver to the Association and post in each building, a list of vacancies which occur during the school year and for the following school year. Such notice shall be posted for at least five (5) days to allow an employee who has not previously filed a written statement of a desire for transfer to request a voluntary transfer to said vacancy.

An employee who desires a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such statement shall include a grade and/or subject to which the employee desires to be assigned in order of preference. Requests for transfer (renewal) must be made each school year.

The Superintendent or designee shall determine whether a vacancy is to be filled by a current employee or a new applicant.

If more than one employee with appropriate certification, training, and evaluation to meet the educational requirements of the school system has applied for the same position, and these considerations are substantially equal, the determination as to which employee shall be transferred shall be made on basis of seniority and the hiring of a suitable replacement.

Involuntary Transfers The Association and the Board agree that it is preferable to use voluntary transfer requests in filling positions. When involuntary transfers become necessary in the event of staff reduction or the inability to fill a staff vacancy, the following provisions shall apply. A teacher that received an involuntary transfer will regain his/her original position upon written request if reopened in a three-year period of time subject to the hiring of a suitable replacement. This provision supersedes all requests for voluntary transfer.

HEALTH AND SAFETY PROVISIONS

A. Physical Fitness New Employees

All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician of the employee's choice by September 15 attesting to the employee's physical fitness at the employee's cost. The Board may require a subsequent examination when, in its judgment, such an examination is relevant to an employee's performance or status. The examining physician shall be selected by the employer and the Board shall pay the cost of such examination.

B. Physical Fitness Continuing Employees

The Board may require evidence of physical fitness to teach as is required by state law. Such evidence shall be limited to a statement from a licensed physician of the employee's choice attesting to the employee's fitness. The Board shall pay the cost of any such examination or test not to exceed \$50.00 per examination.

C. All required safety instruments, such as: glasses, special clothing, and the like shall be furnished for the teachers at the cost of the Board, but

shall be furnished only when necessary and any breakage or loss shall be the teacher's responsibility.

D. Drills

The Board shall provide fire and storm drills which shall be adequate to fulfill the requirements of the state agencies in charge thereof.

WAGES AND SALARIES

A. Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule A, which is attached hereto and made a part hereof.

B. Placement on Salary Schedule

1. Adjustment to Salary Schedule

Each employee shall be placed on his or her step of the salary schedule as of the effective date of this Agreement and in accordance with paragraph 2 below. Any employee hired prior to the second semester of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Credit for Experience

Credit shall be given for previous outside teaching experience in a duly accredited school upon initial employment. Employees with less than four years experience will be placed on step 8 at time of initial employment. An employee returning to full or part-time employment under this contract shall be credited with continuous length of service to include the employment time prior to termination of contract when consideration is made for reduction or realignment of staff and for placement on the salary schedule.

C. Advancement on Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted an

increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Ar- We-Va District for ninety (90) consecutive teaching days or more in one school year.

2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the same horizontal step on the higher lane. No movement across lane shall be permitted without prior notification in writing to the Board Secretary on or before the first school day in February prior to the year in which movement is desired. Employees who fail to meet this notice date and who obtain sufficient hours of education for movement in the summer will not be permitted to move across lanes unless they notify in writing the Board Secretary on or before the first school day in September. If such notice is given, the employee shall be permitted to move across lanes at the start of the second semester. All courses taken to qualify for advancement on the salary schedule must be approved in writing by the Superintendent prior to taking the courses to be eligible for advancement across the educational lanes. To be approved, courses must be graduate hours in the employee's subject area or part of a masters degree program in the employee's subject area.

D. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 25th day of each month. Employees shall receive their checks at their regular building on regular school days unless otherwise designated by the teacher.

2. Exceptions

- (a) When a pay date falls on or during school holiday, vacation or

weekend, employees shall receive their checks on the last previous working day.

(b) Employees who are new in the teaching profession may, at their option, elect to receive up to Five Hundred Dollars (\$500.00) of the first salary installment after the completion for the first ten (10) school days of employment. The balance of the contracted salary shall then be prorated over the remaining pay periods.

3. Final Pay

Each employee shall have the option of receiving all or any part of his or her earned, contracted salary on the last pay period of the in-school work year, as is financially feasible.

4. Summer Checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee or deposited in his or her designated bank.

5. Free Tickets

Each employee will be assigned two (2) duties, at the varsity, junior varsity, freshman, or junior high sports events and elementary music events outside the regular in-school day and compensated with a complimentary ticket to all Ar-We-Va Community School activities. The employee may further volunteer for two (2) additional duties to be compensated by a complimentary activity ticket for spouse. Additional duties assigned on a "volunteer first" basis will be compensated at a rate of \$20 per duty. The school reserves the right to solicit volunteer help from the community to fill any duties listed above. Consideration will be given to employees expertise at time of assignment.

SUPPLEMENTAL PAY

A. Extra-Curricular Activities

1. Approved Activities. The Board and the Association agree that the extracurricular activities listed in Schedule B are official school-sponsored activities covered by school insurance.

B. Expenses of Traveling Employees

1. Employees that are assigned for teaching duties in more than one attendance center shall be compensated as it is necessary for them to use their own vehicle at the sum of (state of Iowa mileage rate) per mile.

2. An allowance of (state of Iowa mileage rate) per mile shall be paid to any employee for use of his or her personal automobile for field trips or other business of the District.

INSURANCE

A. Insurance

1. The Board of Education will pay the full time employee's single premium for long term disability insurance. The school will also pay \$475 towards the premium of the school's group health insurance plans. Any difference between the \$475 and the actual cost for the employee's insurance may be applied towards the premium for the family health or be taken as a monthly cash payment. Part time employees will have an equal (proportional to contract) amount paid for their premiums. The Association and the employees agree to cooperate with insurance company initiated cost containment measures.

Employees receiving full insurance benefits as of the 1996-97 school year shall maintain full insurance benefits as long as the employee maintains a half time or more contract.

Employees who decline health coverage must sign a waiver assuring alternate coverage and provide proof of such coverage. Seventy five

percent of the eligible employees must remain in the insurance group (waivers to be covered under a spouse's group plan do not factor into the percentage). If more than twenty five percent desire this waiver, then those most senior in continuous employment at Ar-We-Va will be given first choice to waive coverage until the limit of seventy five percent participation is reached.

2. The Board of Education will pay for Ten Thousand Dollars (\$10,000.00) life insurance on the life of each teacher. If the insurance contract will permit additional life insurance at the teacher's cost, the teacher shall have the right to increase said insurance.

3. Worker's Compensation. Each employee shall be covered by worker's compensation paid for by the Board.

4. School Liability. All employees shall be covered by a school financed liability insurance covering job-related performance of duties. Employees required to use personal automobiles in their assigned duties shall be covered by Board paid auto liability insurance for any coverage. Any employees using his/her car for school business shall have on file with the Secretary's office an insurance policy with liability coverage of \$100,000-\$300,000-\$ -10,000. Employees required to use personal automobiles in their assigned duties shall be covered by Board paid auto liability insurance for any overage.

B. Coverage

The Board provided insurance programs shall be for twelve (12) consecutive months (beginning September 1, and ending August 31). New employees of the District shall be covered by Board provided insurance, no later than one month after initial employment. When necessary payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

C. Descriptions

The Board shall provide each employee a right to inspect policies of insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment.

D. Continuation

In the event that an employee, absent because of illness or injury, has exhausted sick leave accumulated, the above-mentioned benefits shall continue throughout the balance of the school year.

Employees on non-paid leave for one month or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board within thirty (30) days of the billing date, if this is possible under the insurance contract.

E. Selection of Carriers

Prior to selection, by the Board, of insurance program carrier the Board will solicit recommendations from the Association.

TEACHER EVALUATION

Will be administered as specified in Appendix C.

INSTRUCTIONAL MENTORING

Instructional Mentor

Each Instructional Mentor shall receive the amount funded by the State or \$500, whichever is the greater amount per semester for mentoring one new professional.

An Instructional Mentor shall mentor no more than one new professional each semester.

Training and required District mentoring meetings outside the

regular workday and/or contract year shall be paid at \$15 per hour.

New Professionals

Training and required District mentoring meetings outside the regular workday and/or contract year shall be paid at \$15 per hour.

Signature Clause

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures place thereon, all on the 10th day of May, 2006.

AR-WE-VA COMMUNITY SCHOOL
DISTRICT EDUCATION ASSOCIATION

By: Janet A Edwards
Its President

By: Cathy Meyer
Its Secretary

AR-WE-VA COMMUNITY SCHOOL
DISTRICT BOARD OF EDUCATION

By: Jeff Kuep
Its President

By: Lana A Kirk
Its Vice President

PHASE MONEY ADDENDUM

Fifty percent (50%) of the unused Phase I dollars will be distributed across the staff in equal quarterly installments after subtraction of FICA and IPERS. In the event Phase I monies are reduced or if Phase I is repealed or if the District uses additional Phase I dollars, the amounts distributed under this clause will be reduced dollar for dollar.

Phase II monies that are received by the District and required to be paid to eligible employees shall be distributed by the same method as they were distributed during the 1987- 88 school year except the money shall be paid in twelve (12) installments on the 25th day of each month. These monies are monies from House File 499, the Educational Excellence Fund. In the event such legislation is repealed or funding is reduced, the funds distributed will be reduced by the amount of such reduction. Because payments are made monthly, any overpayment resulting from repeal or reduction of funds will be adjusted out of the employees' subsequent salary payments.

The Phase III plan will be completed by the Phase III committee and submitted for ratification to the Board and the Association by May 15th prior to the due date of the plan. In the event the Phase III Committee wishes to deviate from the rate of pay beyond any discretion authorized in the Phase III plan, that changed rate of pay will be submitted to the Board and the Association for approval prior to implementation of the change.

At the end of the District's fiscal year, all unspent Phase III funds that were budgeted for salaries will be distributed to employees who performed Phase III work in the same proportion that their work bears to the total of the completed work. Nothing in this contract or clause shall be deemed to commit the general funds of the District to fund the Phase III programs. If Phase III of House File 499 is repealed or the funding is reduced, the monies allocated under the plan will be reduced accordingly.

Phase III monies received by the District will be treated in accordance with the Phase III Plan. +

ArWeVa 2006-07

Step	B.A.	B.A. + 15	M.A.	Schedule A
1	\$23,000	\$24,610	\$26,450	
2	\$23,920	\$25,530	\$27,370	
3	\$24,840	\$26,450	\$28,290	
4	\$25,760	\$27,370	\$29,210	
5	\$26,680	\$28,290	\$30,130	
6	\$27,600	\$29,210	\$31,050	
7	\$28,520	\$30,130	\$31,970	
8	\$29,440	\$31,050	\$32,890	
9	\$30,360	\$31,970	\$33,810	
10	\$31,280	\$32,890	\$34,730	
11	\$32,200	\$33,810	\$35,650	
12	\$33,120	\$34,730	\$36,570	
13	\$34,040	\$35,650	\$37,490	
14	\$34,960	\$36,570	\$38,410	
15	\$35,880	\$37,490	\$39,330	
16	\$36,800	\$38,410	\$40,250	
17	\$37,720	\$39,330	\$41,170	
18	\$38,640	\$40,250	\$42,090	
19	---	\$41,170	\$43,010	
20	---	\$42,090	\$43,930	
21	---	---	\$44,850	
22			\$45,770	

Ar-We-Va Community Schools

2006-07 Extra Duty Schedule - Schedule B

Head Varsity Boys Basketball	\$3,426
Head Varsity Girls Basketball	\$3,426
Head Varsity Football	\$3,426
Head Varsity Volleyball Coach	\$3,426
Head Baseball Coach	\$3,426
Head Softball Coach	\$3,426
Head Girls Varsity Track Coach	\$3,008
Head Boys Varsity Track Coach	\$3,008
Assistant Girls Varsity Basketball	\$2,284
Assistant Boys Varsity Basketball	\$2,284
Assistant Varsity Football	\$2,284
Assistant Softball Coach	\$2,284
Assistant Baseball Coach	\$2,284
Assistant Boys Varsity Track Coach	\$2,006
Assistant Girls Varsity Track Coach	\$2,006
Assistant Varsity Volleyball Coach	\$2,284
8th Grade Football	\$1,154
7th Grade Football	\$1,154
8th Grade Volleyball	\$1,154
7th Grade Volleyball	\$1,154
8th Boys Basketball	\$1,154
8th Girls Basketball	\$1,154
7th Boys Basketball	\$1,154
7th Girls Basketball	\$1,154
Junior High Boys Track	\$1,013
Junior High Girls Track	\$1,013
School Plays	\$1,032
Assistant Play Director	\$691
Speech	\$727
Newspaper	\$727
Yearbook	\$1,955
Junior Class Sponsor	\$1,154
Vocal Music	\$1,975
Instrumental Music	\$2,887
Cheerleading Sponsor	\$1,237
Student Council Sponsor	\$569
Springbrook Field Trip Sponsor	\$447
Elementary Music	\$447
Spectator Bus Chaperone (per trip)	\$53
Driver Education (per student)	\$200
Dance Team Sponsor	\$867
Weight Lifting Supervisor (school year)	\$1,447
Weight Lifting Supervisor (summer)	\$722
Coach Bus Driving (per trip)	\$28
Assistant Dance Team Sponsor	\$599

Appendix C

Ar-We-Va Community Schools Evaluation Form

TIER I: Beginning Teacher Evaluation

The primary purpose of Tier I is to generate usable and reliable data that will support making a decision to recommend for licensure a beginning teacher (see definition - page 3) and will support the movement of the beginning teacher to the career teacher level. The procedures, processes, and relationships established and supported within Tier I should also help new staff develop professionally and personally, promote an environment that will encourage teachers and administrators to understand the importance and usefulness of evaluation, and support the practice of reflection and continuous professional development. It is important for local districts to coordinate local induction and mentoring programs with the Tier I requirements. This will help prevent overlapping responsibilities and work.

Tier I is designed for all teachers new to the school district. This would automatically include all teachers who are just starting their teaching careers. It is recommended that all career teachers new to the district be required to go through the Tier I program for at least the first two years in the district. This required involvement helps veterans learn more quickly and deeply the values and expectations of the district even though there is not a licensure decision made for teachers who already hold an Iowa standard license.

It is important for a beginning teacher to participate in the training and collective study of skills identified in the district career development plan (see definition - page 3). The beginning teacher's level of involvement in the district career development plan would be adjusted to accommodate the demands of participating in induction and mentoring experiences and the work load of a beginning teacher.

TIER II: Evaluation for Career Teachers

Since most teachers in a district are neither beginners or in need of assistance, this tier becomes the dominant strand within the local evaluation system. This tier therefore is focused on developing and supporting the professional development of teachers while also providing for the on-going assessment of the career teachers' mastery of the Iowa Teaching Standards. The Individual Teacher Career Development Plan is designed for all career teachers (see definition - page 3) in the district.

The purpose of this tier is to provide a structured, supportive, and collaborative environment to promote professional development that will further the district's comprehensive school improvement plan and enhance student achievement.

Ideally, the Individual Teacher Career Development Plan and the District Career Development Plan will be very closely aligned. Unless the summative and formative components of the teacher evaluation indicate the teacher has additional training needs the individual teacher's plan should address the same skills or practices that are being studied collectively with the other faculty members as part of the District Career Development Plan. The Individual Career Development Plan for the Career Teacher may be isomorphic to the District Career Development Plan.

TIER III: Intensive Assistance Plan

The purpose of Tier III is to provide organizational support and assistance to career level teachers who are not meeting the Iowa Teaching Standards. The existence of this plan makes it possible for Tier II to focus on professional development rather than remediation. In designing Tier III, local districts should continue to focus on the spirit of quality assurance, with support, that is expected to characterize the beginning teacher plan and the career professional development plan. This plan demonstrates the district's commitment to quality teaching by providing a supported, structured, serious system of assistance to ensure that every career teacher is meeting the Iowa Teaching Standards. Suggestions and examples regarding the design and implementation of appropriate Tier III procedures and processes can be found in Danielson & McGreal (2000) and Peterson (2000) as well as in the sample document that follows.

FIGURE 1
OVERVIEW OF THE STAFF EVALUATION
AND PROFESSIONAL GROWTH PROGRAM

Iowa Teaching Standards		
1. Supporting District Achievement goals 2. Content Knowledge 3. Planning for Instruction 4. Delivery of Instruction 5. Monitoring Student Learning 6. Classroom Management 7. Professional Growth 8. Professional Responsibilities		
Tier I Beginning Teacher	Tier II Career Teacher	Tier III Career Teacher
Who:	Who:	Who:
<ul style="list-style-type: none"> • New beginning teacher • New experienced teachers 	<ul style="list-style-type: none"> • All career teachers who are demonstrating continued competence on the Iowa Teaching Standards 	<ul style="list-style-type: none"> • Career teachers in need of specific professional assistance in identified area(s) of the Iowa Teaching Standards
Purpose:	Purpose:	Purpose:
<ul style="list-style-type: none"> • To insure that the Iowa Teaching Standards are understood, accepted, and demonstrated • To provide support in the implementation of the Iowa Teaching Standards • Accountability for decisions to continue employment • To provide documentation on the Iowa teaching standards and criteria for licensure recommendation 	<ul style="list-style-type: none"> • To enhance professional growth • To focus on district school improvement goals • To focus on continuous implementation of the Iowa Standards 	<ul style="list-style-type: none"> • To enable a career teacher the opportunity to seek assistance in meeting any of the Iowa Standards • To provide a structured process for supporting and directing needed help in any of the Iowa Standards
Process:	Process:	Process:
<ul style="list-style-type: none"> • Classroom observation and feedback • Portfolio development • Required professional development activities through the district induction program and district career development plan • Formal evaluation reports and feedback • Comprehensive evaluation to determine licensure recommendation 	<ul style="list-style-type: none"> • Continuous review of the implementation of the Iowa Standards and criteria and continued documentation that the career teacher meets the district expectations and the Iowa teaching standards through a performance review at least once every three years. • Collaborative development of individual/team professional growth plans • Reflection and feedback on growth plan progress and impact through at least an annual conversation with the supervisor and the performance review. 	<ul style="list-style-type: none"> • Phases <ol style="list-style-type: none"> 1. Awareness 2. Assistance • Development and implementation of a professional assistance plan for not longer than twelve months • Regular evaluation reports and feedback

Definitions

1. The **District Career Development Plan** - which is included in the Comprehensive School Improvement Plan (CSIP) focuses on improving student learning and should engage all teachers in collective professional development. Student needs drive the decision making and student learning forms the basis on which professional development is designed, supported, and evaluated. The Iowa Teacher Quality Program legislation states that the local district is responsible to develop and implement a District Career Development Plan that:

- aligns with the Iowa Teaching Standards
 - delivers professional development that is targeted at instructional improvement and designed with the following components
 - student achievement data and analysis
 - theory
 - classroom demonstration and practice
 - observation and reflection, and
 - peer coaching
 - includes an evaluation component that documents the improvement in instructional practice and the effect on student learning
 - integrates the instructional application of technology
 - focuses on research-based instructional strategies aligned with the school district's student achievement needs and the long-range and annual improvement goals established by the district.
- supports the career development needs of individual teachers.

2. **Beginning teacher** - is an individual serving under an initial license issued by the Iowa Board of Educational Examiners under chapter 272 who is assuming a position as a classroom teacher. A teacher as defined in the Teacher Quality legislation is an individual who is employed as a teacher, librarian, media specialist, or counselor in a nonadministrative position by a school district or an area education agency.

3. **Career teacher** - is an individual who is serving under a standard license and has had at least two years of successful teaching in a public school in Iowa or has had three years of successful teaching in a nonpublic Iowa school or in a school outside of the state of Iowa.

4. **Career teacher new to the district** - is a teacher that has completed licensure to become a career in another district, and is new to the Ar-We-Va Community School District. A career teacher, new to the Ar-We-Va District, will be placed in the Tier I model.

5. **Formal observation** - Scheduled classroom observation by the designated evaluator.

6. **Comprehensive Evaluation** - A summative evaluation of a beginning teacher conducted by an evaluator for purposes of determining a beginning teacher's level of competency relative to the Iowa Teaching Standards and for recommendation for licensure, and to determine whether the teacher's practice meets the school district expectations for career teacher.

7. **Performance Review** - A summative evaluation of a teacher other than a beginning teacher and used to determine whether the teacher's practice meets school district's expectations and the Iowa Teaching Standards.

8. **Individual Career Teacher Development Plan** - A plan for teacher growth, developed collaboratively by the teacher and the principal, that is based, at minimum, on the needs of the teacher, the Iowa Teaching Standards, and the student achievement goals of the building and the district as outlined in the district's comprehensive school improvement plan and the district's selected professional development plan.

Iowa Teaching Standards and Criteria

Standard 1

Demonstrates ability to enhance academic performance and support for implementation of the school district student achievement goals.

Criteria

The teacher:

- a. Provides evidence of student learning to students, families, and staff.
- b. Implements strategies supporting student, building, and district goals.
- c. Uses student performance data as a guide for decision making.
- d. Accepts and demonstrates responsibility for creating a classroom culture that supports the learning of every student.
- e. Creates an environment of mutual respect, rapport, and fairness.
- f. Participates in and contributes to a school culture that focuses on improved student learning.
- g. Communicates with students, families, colleagues, and communities effectively and accurately.

Standard 2

Demonstrates competence in content knowledge appropriate to the teaching position.

Criteria

The teacher:

- a. Understands and uses key concepts, underlying themes, relationships, and different perspectives related to the content area.
- b. Uses knowledge of student development to make learning experiences in the content area meaningful and accessible for every student.
- c. Relates ideas and information within and across content areas.
- d. Understands and uses instructional strategies that are appropriate to the content area.

Standard 3

Demonstrates competence in planning and preparing for instruction.

Criteria

The teacher:

- a. Utilizes student achievement data, local standards, and the district curriculum in planning for instruction.
- b. Sets and communicates high expectations for social, behavioral, and academic success of all students.
- c. Uses students' developmental needs, background, and interests in planning for instruction.
- d. Selects strategies to engage all students in learning.
- e. Uses available resources, including technologies, in the development and sequencing of instruction.

Standard 4

Uses strategies to deliver instruction that meet the multiple learning needs of students.

Criteria

The teacher:

- a. Aligns classroom instruction with local standards and district curriculum.
- b. Uses research-based instructional strategies that address the full range of cognitive levels.
- c. Demonstrates flexibility and responsiveness in adjusting instruction to meet student needs.
- d. Engages students in varied experiences that meet diverse needs and promote social, emotional, and academic growth.
- e. Connects students' prior knowledge, life experiences, and interests in the instructional process.
- f. Uses available resources, including technologies, in the delivery of instruction.

Iowa Teaching Standards and Criteria (Cont.)

Standard 5

Uses a variety of methods to monitor student learning.

Criteria

- a. Aligns classroom assessment with instruction.
- b. Communicates assessment criteria and standards to all students and parents.
- c. Understands and uses the results of multiple assessments to guide planning and instruction.
- d. Guides students in goal setting and assessing their own learning.
- e. Provides substantive, timely, and constructive feedback to students and parents.
- f. Works with other staff and building and district leadership in analysis of student progress.

Standard 6

Demonstrates competence in classroom management.

Criteria

The teacher:

- a. Creates a learning community that encourages positive social interaction, active engagement, and self-regulation for every student.
- b. Establishes, communicates, models, and maintains standards of responsible student behavior.
- c. Develops and implements classroom procedures and routines that support high expectations for learning.
- d. Uses instructional time effectively to maximize student achievement.
- e. Creates a safe and purposeful learning environment.

Standard 7

Engages in professional growth.

Criteria

The teacher:

- a. Demonstrates habits and skills of continuous inquiry and learning.
- b. Works collaboratively to improve professional practice and student learning.
- c. Applies research, knowledge, and skills from professional development opportunities to improve practice.
- d. Establishes and implements professional development plans based upon the teacher needs aligned to the Iowa Teaching Standards and district/building student achievement goals.

Standard 8

Fulfills professional responsibilities established by the school district.

Criteria

The teacher:

- a. Adheres to board policies, district procedures, and contractual obligations.
- b. Demonstrates professional and ethical conduct as defined by state law and individual district policy.
- c. Contributes to efforts to achieve district and building goals.
- d. Demonstrates an understanding of and respect for all learners and staff.
- e. Collaborates with students, families, colleagues, and communities to enhance student learning.

TIER I Beginning Teacher Evaluation

Purpose

The Beginning Teacher Evaluation is designed for all newly hired teachers. All new staff, including those with previous experience will complete the two years of the plan. The purpose of the Beginning Teacher Evaluation is to:

1. Ensure that the Iowa Teaching Standards, criteria for the standards, and the expectations of the local school district are understood, accepted, and demonstrated
2. Provide support in the implementation of the standards.
3. Provide evidence to support continuing employment and movement to the career teacher level.
4. Facilitate the beginning teacher's engagement in professional development through the Mentoring and Induction Plan and the district career development plan.

Required Activities

- **Initial Meeting** —Prior to October 1, the building administrator will meet with all beginning teachers to review the Beginning Teacher Plan expectations and evaluation time lines. The expectations must include the Iowa teaching standards and criteria. At this time, the administrator will provide staff with copies of all evaluation guidelines and forms.

- **Year One and Two**

1. **Formal Observations**—Three formal observations will be conducted for each teacher in year one and two. Two formal observations must be conducted prior to March 1. The third observation must be held prior to the required performance review conference (to be completed by April 15). Each of these observations will have a pre-observation and post-observation conference. During the school year of the teacher's performance review, the evaluator and the teacher shall mutually agree upon dates for a pre-conference, observation and post conference. The pre-conference must be at least five days prior to the observation. The post-conference must be no later than ten days following the conference. Additional formal observations may be conducted at the discretion of the administrator. The teacher must complete and be ready to discuss the required pre-observation and post-observation forms with the administrator at these conferences (the forms are presented in the appendix).

2. One of the formal observations will be of an extended duration. At the elementary level this is defined as an observation of at least one to two hours. At the secondary level observations will be one or more class periods. The focus of this observation should be on Standard 2-content knowledge; Standard 3-planning and preparation; Standard 4-delivery of instruction; Standard 5-monitoring student learning; and Standard 6-classroom, management.

3. Informal observations may also be used at the discretion of the administrator. Informal observations include any and all things that reflect overall professionalism. These may include unannounced classroom observations or walk throughs, professional behaviors in a variety of settings, and involvement in extra-curricular school activities or functions.

4. A cumulative professional portfolio will be created and maintained by all beginning teachers in year one and two. The professional portfolio serves as a catalyst for substantive growth in areas of teaching, philosophy, methods, and goals. Moreover, the portfolio provides administrators with concise, selective, evidence-based information from a variety of sources. It can also provide the beginning teacher with an individualized, credible, and factual document for the purpose of evaluation and feedback. The administrator and the beginning teacher will review and discuss the portfolio at scheduled conferences (see the appendix for suggested portfolio components). The portfolio may also reflect the teacher's implementation of the skills being learned as part of the District's Mentoring and Induction Program and District Career Development Plan. The professional portfolio must supply evidence of meeting all 42 criteria under the eight Iowa Teaching Standards.
5. A final performance review will be held with the first-year teacher on or before March 15. The purpose of the conference will be to provide the teacher with a current performance review with feedback and explanation based on the required and informal evaluation activities conducted during the year. The administrators comments and reflections should be written after the discussion and before signatures. Comments may be added during the conference. Both the teacher and the administrator will have a copy of this report that will be placed in the teacher's personnel file. A performance review will be held with the second year teacher on or before March 15. The written evaluation must include the administrator's licensure recommendation for the teacher or a recommendation for continued participation in the district's mentoring and induction program. This continuing participation should not exceed one year. The teacher may have a representative present at any meeting involving the performance review or other evaluation. A school district must use the comprehensive evaluation/performance review form provided by the Department. This is required by IAC 284.3, subsection 2, Code Supplement 2001. (see the comprehensive evaluation/performance review form - Appendix 4).
6. A final performance review will be held with the career teacher new to the district on or before March 15. The purpose of the conference will be to provide the teacher with a current performance review with feedback and explanation based on the required and informal evaluation activities conducted during the year. The administrators comments and reflections should be written after the discussion and before signatures. Comments may be added during the conference. Both the teacher and the administrator will have a copy of this report that will be placed in the teacher's personnel file. A performance review will be held with the second year teacher on or before March 15. The teacher may have a representative present at any meeting involving the performance review or other evaluation.
7. The teachers shall have the right to submit an explanation or other written statements regarding any evaluation for inclusion in her/his personnel file. In the event a teacher disagrees with such evaluation he/she shall submit such statement within twenty (20) school days of the receipt of the written evaluation. In the event the dispute is not resolved the teacher may appeal to the Board within thirty (30) days and in accordance with Chapter 290 of the Code of Iowa with a further appeal to the Department of Public Instruction.
8. All formal evaluation of the classroom teaching performance of a classroom teacher shall be conducted openly and with full knowledge of the teacher.
9. If any informal evaluation under this Section is to be placed in the teacher's personnel file the teacher shall be notified and given the right to a written rebuttal
10. An Evaluation Committee shall be formed to study and make recommendations for the District's formal evaluation instrument of teachers if either the Association or the Board request its formation. Any recommendations of the Committee must be approved by the Association and the Board before any change can be made in the current teacher evaluation instrument.

TIER II Evaluation for Career Teachers

Tier II provides possibilities and options for continued professional growth that should result in increased expertise and a deeper understanding of the teaching/learning process to support the progress of teachers through the various levels of the career teacher program. Demonstration of the Iowa Teaching Standards is an ongoing process and administrators have the continuous responsibility of monitoring excellence by using multiple alternative sources of data about daily practice that can include but are not limited to formal and informal observation, student achievement, review of professional development plans, and student and parent feedback.

This plan emphasizes continuous appraisal of performance with a focus on a professional development planning process that is flexible, creative, and stimulating. Individual Teacher Career Development Plans shall be based, at minimum, on the needs of the teacher, the Iowa teaching standards, and the student achievement goals of the attendance center and the school district (CSIP), and ultimately to student learning. Staff members are responsible to develop and implement their Individual Teacher Career Development Plan in collaboration with their supervisor, and to work collaboratively with their faculty in the implementation of the District Career Development Plan. The Individual Career plan design may include learning activities for one, two, or three year periods. Obviously, the longer the time period the plan covers, the higher the expectation for important and serious outcomes.

Ideally, the Individual Teacher Career Development Plan and the District Career Development Plan will be very closely aligned. Unless the summative and formative components of the teacher evaluation indicate the teacher has additional training needs the individual teacher's plan should address the same skills or practices that are being studied collectively with the other faculty members as part of the District Career Development Plan. The Individual Career Development Plan for the Career Teacher may be isomorphic to the District Career Development Plan.

Areas of inquiry and/or investigation for Individual Teacher Career Development for Career Teachers could include, but are not restricted to:

- **Refinement of Current Practice**

This area addresses the refinement of teaching skills/strategies (questioning, motivation techniques, small-group instruction, etc.) that the staff member is currently using in practice. This type of plan is generally done individually and short-term (one year).

- **Acquisition of New Skills**

This area assumes access to resources to acquire and support new skills or knowledge (integration of technology, research-based instruction strategies for specific content areas, teaching for understanding, etc). This type of plan may be done by an individual, but most likely a team. It should clearly relate to the teaching discipline/school improvement plan and would likely be a two or three year plan.

- **Redesign/Restructuring**

This area always requires additional resources, time, and district commitment. This is primarily a team activity, spans two or three years, and connects directly to a building or district initiative (technology, block scheduling, non-graded primary classrooms, etc.). The product typically would be a design that included the rationale for change, potential student outcomes, necessary changes in curriculum and instruction, and an evaluation scheme.

- **Development of Curriculum/Program**

This area has three potential directions:

Deepening: Participants would generally address moving curriculum coverage to a "deeper level" (focusing on themes rather than linear facts). This endeavor may use an individual or team approach and generally span one to three years

Integrating: Participants would focus on developing integrated lessons and courses. This work is generally done in teams and spans two to three years.

Engaging: Participants would develop materials and activities that focus on engaging students more in the work of the classroom. This may be an individual or team activity and span one to three years.

• **Monitoring Student Outcome/Progress**

This area addresses the development of new and/or alternative assessments that measure or describe student learning. This can also cover work addressing the collecting, interpreting, and disaggregating of student achievement data. This work may use an individual or team-approach and span one to three years.

• **Special Populations/Opportunity to Learn**

This area focuses on developing new or alternative learning opportunities for special needs students (gifted, at-risk, special education, ESL, etc.). This may be an individual or team activity and span one to three years.

• **Completing Requirements for Licensing Endorsements**

The Individual Teacher Career Development Plan may be designed, in collaboration with the teacher's supervisor, to assist a teacher who is not fully licensed to complete the endorsement requirements to instruct the students that teacher has been employed to teach. For example, a teacher who is teaching with a conditional license may work on completing the requirements as part of their Individual Career Development Plan.

Strategies and/or activities for the Individual Teacher Career Development Plan could include but are not limited to any combination of the following:

- | | |
|------------------------|------------------------------------|
| •action research | •workshops/conferences |
| •coaching | •lesson designs |
| •study groups | •classroom observations |
| •mentoring | •teacher academies |
| •college courses | •peer observations and conferences |
| •simulations | •electronic networking |
| •shadowing experiences | •professional dialogue |

Possible products could include but not be limited to:

- | | |
|--------------------------------|--------------------------|
| •student portfolios | •curriculum units |
| •videotapes of lessons/classes | •performance assessments |
| •study groups | •reflective journals |
| •case study analysis | •professional portfolios |
| •student inventories | •electronic portfolios |
| •published work | |

A collaborative process should guide the development of the Individual Teacher Career Development Plan. Initially, staff members will develop a draft of their plan. Staff members who will be working individually on a one-year plan will meet and collaborate with the supervisor /responsible administrator to review, refine, and finalize the plan by October 1. Individuals designing a multiple year plan and teams of staff who will be developing a common plan for multiple years should meet with the responsible administrator by November 1. The role of the administrator is to be satisfied that the plan addresses the building student achievement goals or district comprehensive school improvement plans (CSIP goals) and is linked to the Iowa Teaching Standards. Plans that do not meet this requirement will be considered only in special circumstances. The supervisor/administrator must also determine if the plan is appropriate for the requested timeframe and that the plan reflects a serious attempt to improve the teaching/learning process (a form for submission of the professional development plan is provided in Appendix 2).

If individuals or teams are involved in multiple year plans, a written review of progress should be submitted by the team or the individual to the responsible administrator by May 1 of year one (if a two year plan) and by May 1 of year one and year two (if a three year plan). A form for use in providing an end of the year review is included in Appendix 2. An annual conversation with the teacher's supervisor must be held to reflect on progress of the career development plan. This should be held after the teacher or team have completed the written review of progress.

End of Plan Evaluation

At the completion of the Individual Teacher Career Development Plan two separate but necessary activities will occur. The first part of the process (the formative component) is the development of a written review of the progress and the outcomes of the completed Individual Teacher Career Development Plan. The write-up of this review should be developed by the individual/team and by the responsible administrator. It should be written during the performance review at the end of the plan and should reflect the quality and tone of the conversation. The individual/team should come to the performance review with a draft of their comments and the results/product(s) of their work. The primary criteria for the written review should be the effort, power, progress, and involvement reflected in the work and in the products of that work. The end of plan form-Part I included in Appendix 2 provides a structure for use in shaping and directing the comments and reflections of the participants and the administrator. The administrators comments and reflections should be written after the discussion and before signatures. Comments may be added during the conference. A copy of this Individual Teacher Career Development plan write-up will be placed in the individual's district file and in the case of a team plan a copy of the team write-up will be placed in each individual team member's district file. The teacher may have a representative present at any meeting involving the performance review or other evaluation.

The second part of the end of plan experience (the summative component) involves the development by the responsible supervisor/administrator of a separate written evaluation for each staff member involved in the professional development plan. The administrators comments and reflections should be written after the discussion and before signatures. Comments may be added during the conference. Both the teacher and the administrator will have a copy of this report that will be placed in the teacher's personnel file. This written evaluation should be based on the supervisor/administrator's professional judgment regarding the staff member's overall performance in meeting the Iowa Teaching Standards and the expectations of the local school district. The evaluation should be determined by the information collected during the continuous assessment of each staff member's overall performance over the period of time covered by the length of the professional development experience. Consequently, this summative evaluation could cover a one, two, or three year period of time but must occur at least once every three years through a performance review. The end of plan form-Part 2 included in Appendix 2 provides a structured format for use in this summative evaluation and space for the justification for the evaluation. This evaluation should be presented to and discussed with the staff member in an end of the year performance review. The completion of Part 2, every one, two, or three years fulfills the provisions of section 284.3 of the Iowa statutes. The teacher may have a representative present at any meeting involving the performance review or other evaluation.

Performance Review

1. Formal Observations- One formal observation will be conducted for each teacher on a three year cycle. This formal observation must be conducted prior to March 1. The evaluator and the the teacher shall mutually agree upon dates for a pre-conference meeting, observation, and post conference meeting. The pre-conference meeting must be at least five days prior to the observation. The post-conference must be no more than five days following the observation. The teacher must complete and be ready to discuss the pre-observation and post-observation forms with the administrator at these conferences (the forms are in Appendix 2).
2. At the elementary level the formal observation will be defined as an observation of at least one to two hours. At the secondary level, observations will be one or more class periods. The focus of this observation should be on standard 2 - content knowledge; Standard 3 - planning and preparation; Standard 4 - delivery of instruction; Standard -monitoring student learning; and Standard 6 classroom management.
3. Informal observations may also be used at the discretion of the administrator. Informal observations include any and all things that reflect overall professionalism. These may include unannounced classroom observations or walk throughs, professional behaviors in a variety of settings, and involvement in extra-curricular school activities or functions.

4. A cumulative professional portfolio will be created and maintained by all teachers once in a three year period. The professional portfolio serves as a catalyst for substantive growth in areas of teaching, philosophy, methods, and goals. Moreover, the portfolio provides administrators with concise, selective, evidence-based information from a variety of sources. It can also provide the teacher with an individualized, credible, and factual document for the purpose of evaluation and feedback. The administrator and the teacher will review and discuss the portfolio at scheduled conferences (see the appendix for suggested portfolio components). The portfolio may also reflect the teacher's implementation of the skills being learned as part of the District Career Development Plan. The professional portfolio must supply evidence of meeting all 42 criteria under the eight Iowa Teaching Standards.

5. A final performance review will be held with the teacher on or before March 15. The purpose of the conference will be to provide the teacher with a current performance review with feedback and explanation based on the required and informal evaluation activities conducted during the year. The administrator's comments and reflections should be written after the discussion and before signatures. Comments may be added during the conference. Both the teacher and the administrator will have a copy of this report that will be placed in the teacher's personnel file. A performance review will be held with the second year teacher on or before March 15. The written evaluation must include the administrator's licensure recommendation for the teacher or a recommendation for continued participation in the district's mentoring and induction program. This continuing participation should not exceed one year. The teacher may have a representative present at any meeting involving the performance review or other evaluation. A school district must use the comprehensive evaluation/performance review form provided by the Department. This is required by IAC 284.3, subsection 2, Code Supplement 2001. (see the comprehensive evaluation/performance review form - Appendix 4).

6. The teachers shall have the right to submit an explanation or other written statements regarding any evaluation for inclusion in her/his personnel file. In the event a teacher disagrees with such evaluation he/she shall submit such statement within twenty (20) school days of the receipt of the written evaluation. In the event the dispute is not resolved the teacher may appeal to the Board within thirty (30) days and in accordance with Chapter 290 of the Code of Iowa with a further appeal to the Department of Public Instruction.

7. All formal evaluation of the classroom teaching performance of a classroom teacher shall be conducted openly and with full knowledge of the teacher.

8. If any informal evaluation under this Section is to be placed in the teacher's personnel file the teacher shall be notified and given the right to a written rebuttal.

9. An Evaluation Committee shall be formed to study and make recommendations for the District's formal evaluation instrument of teachers if either the Association or the Board request its formation. Any recommendations of the Committee must be approved by the Association and the Board before any change can be made in the current teacher evaluation instrument.

TIER III Intensive Assistance Plan

The Specific Intensive Assistance Plan provides a good faith effort to support and guide the career teacher in meeting the expectations set forth in the Iowa Teaching Standards. This plan provides a more structured and intensive mode of supervision for the staff member who is not consistently demonstrating one or more of the Iowa Teaching Standards.

The decision regarding implementation of Tier III should be collaborative, but may be directive. This plan is intended to provide the highest likelihood for professional improvement. This process may begin at any time. Because of the personal nature of this plan, confidentiality is expected of all participants. Tier III consists of two phases.

1. Awareness Phase

In the awareness phase, the administrator/evaluator identifies a problem relating to the Teaching Standards (only Iowa Standards one through seven can be identified for placement in an intensive assistance tier) that is characteristic of a teacher's performance rather than an anomaly. The evaluator should contact the staff member in writing, makes him/her aware of the problem, collaboratively develops the means to resolve the problem, and schedules a time (not to exceed three months) to discuss resolution. While the teacher and the evaluator attempt to resolve the problem, the staff member continues to remain in Tier II and work on the District and Individual Teacher Career Development Plans. At the conclusion of the agreed upon timeframe, the evaluator will review the progress and will make one of the following recommendations:

- The problem is resolved and the staff member is removed from the awareness phase and continues to work within Tier II.
- In the event the problem is not resolved, the staff member is notified in writing and placed into the assistance phase. Placement in the assistance phase would suggest that activities regarding the professional development plan in Plan II would be suspended. The evaluator must approve the decision to postpone the teacher's responsibility for engaging in the learning identified in the District Career Development Plan.

2. Assistance Phase

After the final meeting of the Awareness Phase, a letter will be sent to the staff member to formally notify him/her of placement in the Assistance Phase. A copy is forwarded to the Superintendent's office and is placed in the personnel file. The staff member should also be notified of their right to request assistance from their local association. A conference will be held between the staff member and the evaluator to develop an Assistance Plan that must include a specific statement of problems related to one or more of the Iowa Teaching Standards (Standards 1-7) as well as specific-growth promoting goals that are measurable, action-oriented, realistic, and time-bound. In addition the plan will include strategies to be applied in achieving the goals, intended time lines for the strategic actions, and specific criteria for evaluating the successful completion of the plan. It may be beneficial for a district to identify a team of individuals who have the knowledge and skills to assist the identified teacher in improving his/her performance. This team may also assist in the development of the intensive assistance plan but may not identify the standards by which the teacher was placed on intensive assistance. The summative evaluation of the teacher in the intensive assistance tier must be made by the designated evaluator. At the end of the designated timeframe, one of three recommendations will be made at the time of the summative evaluation:

- The problem is resolved; the staff member is removed from the Assistance Plan
- Progress is noted, the time line is extended but may not exceed twelve months according to Iowa law and work continues in the assistance phase.
- The problem is not resolved, progress is not noted. Actions are then taken by the district to move towards a recommendation for non-renewal of contract.

Suggested forms are included in Appendix 3.